

**Policy Conditions****Endorsement**

*Effective Date* MAY 13, 2018

*Policy Number* 3602-93-24 WCE

**Conditions****Nonrenewal  
(continued)**

- 3 If you have obtained replacement coverage, or if the first named insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- 4 If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- 5 If the first named insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- 6 If we have made a written offer to the first named insured, in accordance with the timeframes shown in paragraph A., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

**Designated Third  
Party**

This provision applies to a policy insuring individually owned residential structures of not more than four dwelling units, individually owned condominium units, or individually owned mobile homes, and their contents, located in this state and used exclusively for residential purposes or a tenant's policy insuring personal contents of a residential unit located in this state.

- If you have designated a person to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium, we will mail or deliver to the designated person advance written notice of at least 10 days before the effective date of such lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium.
- No benefit under this policy is provided to such designated person, other than the right to receive the aforementioned notice.

All other terms and conditions remain unchanged.

*Authorized Representative*



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## Conditions

### Nonrenewal (continued)

B. This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:

1. We may elect not to renew such coverage for any reason, except as provided in 2. through 4. below.
2. We will not refuse to renew such coverage solely because the first named insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first named insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- a. the nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- b. the Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- c. we have:
  - (1) lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
  - (2) experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

3. We will not refuse to renew such coverage solely because the first named insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
4. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (4.) applies only if the coverage provided under this policy excludes loss or damage caused by or resulting from corrosive soil conditions.

C. We are not required to send notice of nonrenewal in the following situations:

1. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
2. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph A.

**Endorsement**

**Effective Date** MAY 13, 2018  
**Policy Number** 3602-93-24 WCE

**Conditions**

**Cancellation  
(continued)**

**C. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:

1. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we issued, we may cancel this coverage for any reason, except as provided in 2. and 3. below.
2. We may not cancel such coverage solely because the first named insured has:
  - a. accepted an offer of earthquake coverage; or
  - b. cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first named insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
3. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (3.) applies only if the coverage provided under this policy excludes loss or damage caused by or resulting from corrosive soil conditions.

If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If this policy is cancelled, we will send the named Insured any premium refund due, as soon as practicable. The refund, if any, will be on a pro rata basis. However, the refund may be less than pro rata if we have made a loan to you for the purpose of payment of premium for this policy.

The cancellation will be effective even if we have not made or offered a refund.

**Nonrenewal**

- A. Subject to the provisions of paragraphs B. and C. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first named insured and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first named insured and to the producer of record, at the mailing address shown in the policy.

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## Conditions

### Cancellation (continued)

(2) you or your representative in pursuing a claim under this policy.

2. 60 days before the effective date of cancellation if we cancel for any other reason.

#### B. **All Policies In Effect For More Than 60 Days**

1. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy or any of its individual coverages only upon the occurrence, after the effective date of the policy, of one or more of the following:

- a. Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- b. Discovery of fraud or material misrepresentation by:
  - (1) any insured or his or her representative in obtaining this insurance; or
  - (2) you or your representative in pursuing a claim under this policy.
- c. A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- d. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- e. Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- f. A determination by the Commissioner of Insurance that the:
  - (1) loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (2) continuation of the policy coverage would place us in violation of California law or the laws of the state where we are domiciled or threaten our solvency.
- g. A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

2. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation and effective date of cancellation to the first named insured at the mailing address shown on the policy and to the producer of record at least:

- a. 20 days before the effective date of cancellation if we cancel for a reason listed in B.1.a. or b. above; or
- b. 60 days before the effective date of cancellation if we cancel for any other reason listed in paragraph B.1.

**Policy Conditions****Endorsement**

*Policy Period* MAY 13, 2018 TO MAY 13, 2019  
*Effective Date* MAY 13, 2018  
*Policy Number* 3602-93-24 WCE  
*Insured* VAVRINEK, TRINE, DAY AND COMPANY, LLP  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* FEBRUARY 22, 2018

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

The following changes are made as respects exposures in the state of California.

Under Conditions, the provisions titled Cancellation and When We Do Not Renew are deleted and replaced by the following:

**Conditions****Cancellation**

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

**A. All Policies in Effect For 60 Days or Less**

If this policy has been in effect for less than 60 days and is not a renewal of a policy we have issued, we may cancel this policy or any of its individual coverages by mailing or delivering to the first named insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation and effective date of cancellation at least:

1. 20 days before the effective date of cancellation if we cancel for:
  - a. nonpayment of premium; or
  - b. discovery of fraud by:
    - (1) any insured or his or her representative in obtaining this insurance; or

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



**Endorsement**

*Policy Period* MAY 13, 2018 TO MAY 13, 2019  
*Effective Date* MAY 13, 2018  
*Policy Number* 3602-93-24 WCE  
*Insured* VAVRINEK, TRINE, DAY AND COMPANY, LLP  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* FEBRUARY 22, 2018

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Vavrinek, Trine, Day and Company, LLP

**Endorsement Effective Date:** 05/13/2018

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.





## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Integro USA Inc., dba: Integro Insurance Brokers		License # 0E77964	NAMED INSURED Vavrinek, Trine, Day and Company, LLP 10681 Foothill Blvd., Suite #300 Rancho Cucamonga, CA 91730
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Management Liability Policy (Claims Made):  
Insurance Carrier: Aspen American Insurance Co.  
Policy No.: DSUMLP00004318  
Policy Period: 01/01/2018 to 01/01/2019  
Fiduciary Liability Limit: \$2,000,000 Aggregate  
Pending or Prior Date: 03/22/2004

City of Fairfield, its officers, agents, employees, and volunteers are additional insured, per the attached form #80-02-2367 (Rev. 5-07) including primary and non-contributory coverage for General Liability and form #CA 20 48 10 13 for Auto Liability, to the extent required by written contract, subject to policy terms and conditions. 60 days notice of cancellation, 20 days for non-payment of premium, per the attached form #80-02-9717 9-15, to the extent required by written contract, subject to policy terms and conditions.



VAVRTRI-01

AJ922628

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0E77964 Integro USA Inc., dba: Integro Insurance Brokers 3620 Birch Street Newport Beach, CA 92660		<b>CONTACT NAME:</b> Suzanne Posada <b>PHONE (A/C, No, Ext):</b> (949) 419-1644 <b>FAX (A/C, No):</b> (949) 419-1674 <b>E-MAIL ADDRESS:</b> suzanne.posada@integrogroupp.com		
<b>INSURED</b>  Vavrinek, Trine, Day and Company, LLP 10681 Foothill Blvd., Suite #300 Rancho Cucamonga, CA 91730		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Federal Insurance Company		20281
		<b>INSURER B:</b> EVEREST NATIONAL INSURANCE COMPANY		10120
		<b>INSURER C:</b> Navigators Insurance Company		42307
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		36029324WCE	05/13/2018	05/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		73593893	05/13/2018	05/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79887380	05/13/2018	05/13/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CA10003013181	05/13/2018	05/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>E&amp;O Liability</b>			CH18APL0BFDPVNC	01/01/2018	01/01/2019	Each Occurrence/Agg. \$ 5,000,000
C	<b>E&amp;O Liability</b>			CH18APL0BFDPVNC	01/01/2018	01/01/2019	Retention-Each Claim \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Errors & Omissions Liability - Claims Made - Full Prior Acts

Excess 1st Layer E&O Liability:  
Insurance Carrier: Aspen Specialty Insurance Co.  
Policy No.: LXA9ALH18  
Policy Period: 01/01/18 to 01/01/19  
Limit: \$5,000,000 Each Occurrence / Aggregate  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of Fairfield  
c/o EXIGIS LLC  
589 8th Avenue, 8th Floor  
New York, NY 10018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE